

INDEMNITY AGREEMENT

Ecology and Environment, Inc.

EPA Contract No.: 68-01-6692

TDD No.: R5-8303-1B

Inspection of Premises Owned By: WASTE MANAGEMENT OFF ILLINOIS, INC. (Host Company) SAME

Address Location:

OWNER: 7300 COLLEGE DRIVE

P.O. BOX 563

PALOS HEIGHTS, IL 60463

SITE: C10-K9 LANDFILL

RURAL ROUTE #1

KANKAKEE, ILLINOIS 60922

Date: MAY 2, 1984

Ecology and Environment, Inc. ("E & E") agrees that the admission of E & E personnel to (Host Company's) premises shall be at the risk of E & E and E & E hereby releases and agrees to indemnify and save (Host Company) harmless from and against all claims for bodily injury, death and/or property damage caused by or incurred by any of E & E's employees while on (Host Company's) premises.

ECOLOGY AND ENVIRONMENT, INC.

By _____

Title

DATE:

EPA Region 5 Records Ctr.



304182



ecology and environment, inc.

ROSSLYN CENTER, 1700 NORTH MOORE ST., ARLINGTON, VA. 22209, TEL. 703-522-6065

International Specialists in the Environmental Sciences

July 1, 1983

Dear Employee working under EPA contracts or subcontracts:

In the course of our work for the EPA or its contractors, company employees will have access to and compile information and records of private companies. These private companies have a legitimate interest in protecting the information and their records from dissemination or disclosure to their competitors or other persons not having a need to know. This confidential business information may include trade secrets, patented processes or other types of business data.

EPA has anticipated this problem and has obtained the passage of legislation protecting such confidential business information with severe criminal penalties for unlawful disclosure (including fines up to \$5000 and/or imprisonment up to one year), and provided in its contracts or subcontracts with E&E for additional safeguards. As part of this provision, E&E must obtain from each of its employees a written agreement to honor the limitations on dissemination, release or use of confidential business information.

In compliance with our contractual obligations, and for your own personal protection, E&E requires that each of its employees on EPA contracts and subcontracts read this letter and the attachment, and sign the statement at the foot of this letter. A copy of this letter should be retained by you and shown to private companies who express concern over protection of their trade secrets or other proprietary information. The original will be retained in E&E's corporate files.

Very truly yours,

Roger G. Gray
Vice President
Zone Program Manager

I HAVE READ THIS LETTER AND THE ATTACHMENT ON TREATMENT OF
CONFIDENTIAL INFORMATION AND I AGREE TO COMPLY WITH AND BE BOUND BY
IT IN ALL RESPECTS.

Employee Signature

The Contracting Officer has determined that during the performance of this contract EPA may furnish confidential business information to the Contractor that EPA obtained under the Clean Air Act (42 U.S.C. 1857 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*), the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 *et seq.*), the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), or the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*). EPA regulations on confidentiality of business information in 40 CFR Part 2 Subpart B require that the Contractor agree to the Clause entitled "Treatment of Confidential Business Information" before any confidential business information may be furnished to the Contractor.

TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Deputy Associate General Counsel for Contracts and General Administration; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's Employees who will have access to the information, before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of confidential business information to the subcontractor.